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January 12, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

22 JAN 12 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVAL OF SCHOOL FOOD SAFETY INSPECTIONS PROGRAM  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to provide food safety inspections of school cafeterias that are participating in the federal School Breakfast Program and/or National School Lunch Program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to enter into School Food Safety Inspection Program Agreements (Exhibit I ) with the nine Los Angeles County public school districts identified in Attachment A, to provide schools that are participating in the federal School Breakfast Program (SBP) and/or National School Lunch Program (NSLP) with up to two school cafeteria food inspections per school year, effective upon the date of execution by both parties, but no sooner than the date of Board approval, through June 30, 2010, with provisions for automatic annual renewals thereafter, at a total cost of \$137 per inspection.
2. Delegate authority to the Director of DPH, or his designee, to enter into School Food Safety Inspection Program Agreements (Exhibit I) with other Los Angeles County public school districts, to provide schools that are participating in the federal SBP and/or NSLP with up to two school cafeteria food inspections per school year, effective upon the date of execution by both parties, but no sooner than the date of Board approval, through June 30, with provisions for automatic annual renewals thereafter, at a total cost of \$137 per inspection.
3. Delegate authority to the Director of DPH, or his designee, to amend School Food Safety Inspection Program agreements with Los Angeles County located public school districts, to increase the fee-for-service rate charged on an annual Fiscal Year (FY) basis, at no net County cost, effective upon review and approval by County Counsel and the Chief Executive Office, and notification to your Board.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The federal Child Nutrition and Women, Infants, and Children (WIC) Reauthorization Act (Public Law 108-265), as amended by Section 9(h) of the Richard Russell National School Lunch Act requires schools participating in the SBP and/or NSLP to obtain at least two food safety inspections each school year and the inspections must be conducted by a state or local governmental agency responsible for food safety inspections. DPH's Environmental Health (EH) representatives contacted the California Department of Education (CDE) to determine whether the State would perform the required inspections. The State has decided not to exercise its authority to inspect its property but to allow DPH EH, as a local agency, to do so. County Counsel determined that although an inspection program could not be created which was offset by a permit system, DPH EH could provide such inspection services offset under a fee-for-service basis.

Local public school districts would be ineligible to receive federal funds and participate in the federal SBP and NSLP without food safety inspections provided by DPH EH. Acceptance of the first and second recommendations ensure district schools obtain food safety inspections as mandated by federal Child Nutrition and WIC Reauthorization Act (Public Law 108-265) and allow DPH to add additional school districts to the program.

Acceptance of the third recommendation allows DPH to increase fees based on DPH EH's increase in its inspection fee costs to the agreement or as it may relate to changes requested by new/other school districts. The inspection rate of \$137 was determined by DPH EH's actual inspection fee costs using time estimates for the completion of the inspections, paperwork review, and billing. Fees collected from school districts will only offset costs for food safety inspections performed by DPH's EH.

### **Implementation of Strategic Plan Goals**

The recommended action supports Goal 4, Health and Mental Health Services of the County's Strategic Plan by providing food safety inspections to participating school districts in compliance with food and safety mandates

### **FISCAL IMPACT/FINANCING**

DPH's cost of performing the food safety inspections will be offset entirely by the \$137 fee-for-service rate charged to public school districts per inspection. The estimated annual revenue generated through the nine agreements is \$47,128 (172 schools). There is no net County cost under this action.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The federal SBP and NSLP assist schools in providing nutritious meals to students. Research has shown that breakfast is especially important, since students that have a school breakfast eat more nutritiously, by eating more fruits, drinking more milk, and consuming a wider variety of foods than those who do not eat breakfast or have breakfast at home. In addition, proper nutrition has shown to increase student math and reading scores.

Los Angeles County has 84 Public School Districts representing over 1,600 public schools. Under this action nine public school districts have agreed to allow DPH EH to provide food safety inspections. DPH plans to add additional public school districts and schools, as well as, adjust the fee-for-service rate when necessary.

The School Food Safety Inspection Program agreements shall become effective upon execution by all parties, but no sooner than Board approval, with provisions for automatic annual renewals. Either party may terminate their School Food Safety Inspection Program agreement, for any reason upon giving at least thirty (30) calendar days advance written notice to the other party.

During the first year of the agreement no additional staff will be necessary. If additional staff is required in future years, they will be requested as part of future budget requests. DPH currently anticipates that one additional EH Specialist II is required for every 567 schools inspected. Under this Board action, up to an estimated 172 schools will be inspected.

Attachment A is a list of participating school districts.

County Counsel has approved Exhibit I as to form.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow the DPH EH to perform the food and safety inspections necessary for local public school districts to receive federal funds and participate in the federal National School Breakfast and Lunch program.

The Honorable Board of Supervisors

1/12/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is written in a cursive style with a large initial "J".

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:yl

Enclosures

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

**SCHOOL FOOD SAFETY INSPECTIONS PROGRAM**

1. PROPOSED SCHOOL DISTRICT, SUPERVISORIAL DISTRICT AND SERVICE PLANNING AREA (SPA)

AGENCY	District 1	District 2	District 3	District 4	District 5	SPA	SCHOOLS PARTICIPATING
Downey USD				x		7	To Be Determined (TBD)
Eastside Union					x	1	TBD
Lancaster					x	1	TBD
Little Lake City	x					7	TBD
**Long Beach USD				x		7 & 8	TBD
Santa Clarita Valley School District					x	2	TBD
Whittier Union High				x		7	TBD
William S. Hart Union High					x	1	TBD
Wiseburn School District		x				8	TBD

\*South Whittier Majority portion belongs to District #5  
Small portion belongs to District #1

\*\*Long Beach – Lakewood (Spa 7) & Signal Hill (Spa 8)



## ENVIRONMENTAL HEALTH

### SERVICE AGREEMENT FOR FOOD SAFETY INSPECTIONS IN PUBLIC SCHOOL CAFETERIAS

Under the current provisions of Section 111 of the Federal Child Nutrition and WIC Reauthorization Act, each school that participates in the National School Lunch or Breakfast Program is required to receive two food safety inspections per school year. This law, as amended by Section 9(h) of the Richard Russell National School Lunch Act states in part, *"Beginning July 1, 2005, each school must obtain at least two food safety inspections each school year and the inspections must be conducted by a state or local governmental agency responsible for food safety inspections."*

Upon the school district's signing the Service Agreement, the Los Angeles County Department of Public Health, ("County"), or its designee in the Environmental Health ("EH") Division, acting as the Health Officer for the County, hereby agrees to provide food safety inspections to the School District ("District") in compliance with the food safety mandates subject to the following terms and conditions:

1. EH agrees to perform food safety inspections at each of the schools in the District identified by the California Department of Education and agreed upon by the District, as participants in the Federal Child Nutrition Program. The District shall provide EH with an inventory of schools to be inspected when the Service Agreement ("Agreement") is signed and submitted. Only those schools specifically listed by the District as participants to this Service Agreement shall be inspected by EH. Additionally, the District at its discretion may make additions or deletions to the list. However, no changes will be accepted after October 1st of each year.
2. EH shall make up to two food safety inspections within each school year (e.g., July 1<sup>st</sup> through June 30<sup>th</sup>).
3. In the course of the food safety inspections, EH shall provide the following services:
  - An Environmental Health Specialist will conduct a food safety inspection of the school cafeteria including the surrounding areas (trash dumpsters, employee restrooms, and student eating areas). This inspection will be based on the California Retail Food Code, commonly referred to as Cal Code.
  - At the conclusion of the inspection, the inspection report will be discussed and issued to the Person In Charge (PIC). The inspection report is required to be posted in a publicly visible location. To assist in increasing overall public health and food safety, health advisories and other helpful food handler guides will be provided.
  - If high risk health violations are noted, immediate correction or other interventions may be necessary. High risk health code violations include, but are not limited to sewage, vermin, no water, no hot water, and food temperature violations. A revisit inspection may also be conducted to verify compliance of high risk violations unable to be corrected at the time of the inspection.

**SERVICE AGREEMENT FOR FOOD SAFETY INSPECTIONS IN PUBLIC SCHOOL CAFETERIAS**

- The inspection report will not be graded or scored.
4. The District shall reimburse EH for the inspections at a rate of one hundred thirty-seven dollars (\$137.00) per inspection, with up to two inspections per year. Bills will be processed semi-annually and are due and payable thirty (30) calendar days after receipt of the billing statement.
  5. During the term of this Agreement, EH shall review the fee for service annually. The service fee may be adjusted to cover any changes in cost to the County. The District shall be notified of any adjustment in writing, thirty (30) calendar days prior to any change taking effect.
  6. This Agreement shall become effective upon execution by all parties, and shall remain in effect unless terminated by either party. It is mutually agreed that this Agreement may be modified or amended by either party and said modification shall be effective upon the written mutual consent of the parties hereto. Either party may cancel this Agreement, for any reason upon giving at least thirty (30) calendar days advance written notice to the other party.
  7. Each party will appoint a person to serve as the official contact to individually coordinate the responsibilities of their respective party under this Agreement. Unless otherwise provided in this Agreement, all notices, submissions, payments or deliveries to be made to the District and the County under this Agreement shall be directed as indicated below:

**County Contact**

LA County Department of Public Health  
Environmental Health  
Chief of Program Planning and Development  
Attention: Scott Abbott,  
5050 Commerce Drive  
Baldwin Park, California 91706  
(626) 430-5217  
[sabbott@ph.lacounty.gov](mailto:sabbott@ph.lacounty.gov)

**District Contact**

District: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Please return the signed Agreement and the list of schools within thirty (30) calendar days from the receipt of this letter.

**SERVICE AGREEMENT FOR FOOD SAFETY INSPECTIONS IN PUBLIC SCHOOL CAFETERIAS**

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Angelo J. Bellomo, REHS  
Director of Environmental Health

The District attests that the individual executing this Agreement is a duly authorized officer of the District and has received authority from the District to accept these conditions on behalf of the District.

**SCHOOL DISTRICT**

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

District Name \_\_\_\_\_